

1 SEDGWICK, DETERT, MORAN & ARNOLD LLP  
2 REBECCA A. HULL Bar No. 99802  
3 MICHAEL N. WESTHEIMER Bar No. 178938  
4 One Market Plaza  
5 Steuart Tower, 8th Floor  
6 San Francisco, California 94105  
7 Telephone: (415) 781-7900  
8 Facsimile: (415) 781-2635

9 Attorneys for Defendants  
10 Kaiser Permanente Flexible Benefits Plan,  
11 Metropolitan Life Insurance Company

12 STEVEN M. CHABRE Bar No. 173271  
13 THE LAW OFFICES OF STEVEN M. CHABRE  
14 1335 Park Avenue  
15 Alameda, California 94501  
16 Telephone: (510) 749-1440  
17 Facsimile: (510) 749-0466

18 Attorneys for Plaintiff  
19 Laura Kondrick

20 UNITED STATES DISTRICT COURT  
21 NORTHERN DISTRICT OF CALIFORNIA

22 LAURA KONDRICK,

23 Plaintiff,

24 v.

25 KAISER PERMANENTE FLEXIBLE  
26 BENEFITS PLAN and METROPOLITAN  
27 LIFE INSURANCE COMPANY,

28 Defendants.

CASE NO. C06-02781 MMC

**STIPULATION AND ORDER OF  
CONFIDENTIALITY**

JUDGE: Hon. Maxine M. Chesney  
CTRM: 7, 19th Floor

25 WHEREAS, Plaintiff Laura Kondrick (“Kondrick”) and Defendants Kaiser Permanente  
26 Flexible Benefits Plan (“Plan”) and Metropolitan Life Insurance Company (“MetLife”)  
27 (collectively, “the Parties”) in the above-captioned action are presently engaged in discovery;

28 WHEREAS, Kondrick has sought the production of certain confidential and proprietary

1 internal claim procedures manuals, specifically MetLife's Claims Management Guidelines  
2 ("CMG"), and MetLife has objected to production on those and other grounds;

3 WHEREAS, after engaging in a good faith effort to meet and confer the Parties wish to  
4 resolve this issue informally without the need to engage in motion practice, and have agreed that  
5 MetLife will produce those portions of the CMG relating to the issues asserted in Kondrick's  
6 claim (subject to and without waiving MetLife's objection that such discovery is irrelevant and  
7 not reasonably calculated to lead to discovery of admissible evidence) pursuant a protective  
8 order, and submit the following Stipulation and [Proposed] Order of Confidentiality;

9 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

10 1. All documents or information produced by MetLife in the course of discovery in  
11 this action that (a) are not generally publicly available and (b) are designated by the producing  
12 party as "Confidential" shall be deemed "Confidential Information."

13 2. Designation of any information as "Confidential" shall be made by stamping each  
14 page comprising any such document, copy or excerpt thereof with the legend  
15 "CONFIDENTIAL" or a substantially similar legend at the time of production.

16 3. MetLife may designate internal procedures manuals and other internal documents  
17 produced or information provided in this action for protection under this Stipulation and Order.  
18 If Kondrick disagrees with the designation of any document or information as Confidential by  
19 opposing counsel, the Parties will attempt to resolve the dispute in good faith on an informal  
20 basis and, if they are unable to do so, may ask the Court to resolve the dispute.

21 4. "Qualified Person" as used herein means: (i) members, employees, counsel, or co-  
22 counsel of Steven M. Chabre, Esq., (ii) Laura Kondrick; (iii) any expert consulted by Kondrick  
23 or Kondrick's attorneys in the preparation of this action for trial; and (iv) the Court.

24 5. Confidential Information may only be disclosed to Qualified Persons and then  
25 only to the extent counsel in good faith believes that such disclosure is reasonably necessary to  
26 the prosecution or defense of this litigation.

27 6. Each Qualified Person will maintain Confidential Information in confidence and  
28 will not reveal it to anyone who is not a Qualified Person without the prior written consent of

1 opposing counsel or, in the absence of such consent, an Order of the Court authorizing such  
2 disclosure.

3 7. Counsel for the Parties may, in the course of deposing a person<sup>1</sup> who is not a  
4 Qualified Person, show the witness Confidential Information and examine the witness  
5 concerning such information provided that (a) the witness has read this Stipulation and Order  
6 and agreed in writing to be bound by it; and (b) no persons are present during those portions of  
7 the examination concerning Confidential Information except the witness, Qualified Persons,  
8 MetLife's and Kondrick's counsel, persons present at the request of MetLife or Kondrick or their  
9 counsel, and a court reporter.

10 8. The transcript of deposition testimony containing Confidential Information shall  
11 be bound separately, marked by the court reporter "Confidential" and treated as Confidential  
12 Information subject to the terms of this Stipulation and Order.

13 9. If either party wishes to use Confidential Information during any motion or at trial  
14 of this action, the Parties will, in advance, confer in good faith to agree upon a method to protect  
15 such Confidential Information, either party may apply to the Court for a mechanism to maintain  
16 the confidentiality of discovery material designated as Confidential Information.

17 10. The disclosure of Confidential Information to a Qualified Person without  
18 designating it as Confidential shall not constitute a waiver of the producing party's right to  
19 designate such information as Confidential at a later time and, if so designated, the information  
20 shall thenceforth be treated as Confidential subject to all terms of this Stipulation and Order.

21 11. All documents filed with the Court that are designated Confidential or contain  
22 Confidential Information shall be filed under seal and kept under seal until further order of the  
23 Court. Where possible, only Confidential portions of filings with the Court shall be filed under  
24 seal.

25 12. At the conclusion of this lawsuit (including appeals, if any), all Confidential  
26

---

27 <sup>1</sup> The Parties acknowledge that the Court has not authorized Kondrick to take any  
28 depositions, and Kondrick has not noticed any depositions or sought the Court's authorization to  
take any depositions. Paragraphs 7 and 8 are intended to cover any contingencies.

13. This Stipulation and Order may be modified by a Stipulation so ordered by the Court or, if the Parties are unable to agree, by the Court on the application of a party. This Stipulation and Order shall be binding on all Qualified Persons and all other persons having knowledge of its terms and any violation thereof may be punishable by contempt.

THE LAW OFFICES OF STEVEN M. CHABRE

Laura Kondrick

SEDGWICK, DETERT, MORAN & ARNOLD LLP

Attorneys for Defendants, Kaiser Permanente  
Flexible Benefits Plan and Metropolitan Life  
Insurance Company

Honorable Maxine M. Chesney  
United States District Judge